

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

U.S. COURT

IN RE: KEITH DELGADO and
ESTELLA L. DELGADO

Debtor(s)

) Bankruptcy No. 02-40892

)

) **PROOF OF CLAIM**

) **(Chapter 13)**

)

6/21/02 10:00 AM

RECEIVED

CLERK OF COURT

CLERK OF COURT

CLERK OF COURT

A. Name of Creditor: Fairbanks Capital Corp., servicer for The Chase Manhattan Bank, as Trustee of IMC Home Equity Loan Trust 1998-4 under the Pooling and Servicing Agreement dated as of June 1, 1998 Residential Money Centers, Inc., its successors and assigns

B. Send Notices to: Myrna South, P.O. Box 50271, Idaho Falls, ID 83405; Telephone Number: 208-523-9106
Trustee's Payments to be sent to

Fairbanks Capital Corp.
P. O. Box 1900
Hatboro, PA 19040-1900

☒ Address is different from address on the envelope sent by the court.

C. Account number by which creditor identifies debtor: 3019715485

1. Basis for claim: Money loaned.

2. Date debt was incurred: March 13, 1998

4. Total amount of claim: \$72,947 plus accruing interest, and plus any additional post-petition fees and expenses due under the loan documents. A breakdown of the claim is set out in Exhibit A attached hereto (Except for the amount stated in paragraph 5 below, this will be paid outside the plan.)

5. Secured Claim: Collateral: Real estate Value of Collateral: \$80,000

Amount of arrearages and other charges to be included in the plan: \$9,957.67, together with interest as provided in the plan. The breakdown of the claim is set out in Exhibit A attached hereto.

7. Credits and Setoffs: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

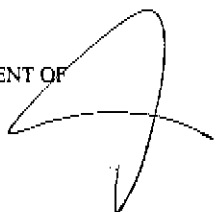
8. Supporting documents: Attached are copies of the promissory note and Deed of Trust.

DATED: May 29, 2002

Signed: Myrna South, Attorney for Fairbanks Capital Corp.



THE PENALTY FOR PRESENTING A FRAUDULENT CLAIM IS A FINE OF NOT MORE THAN \$500,000.00 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH.



Proof of Claim Exhibit A

RE: KEITH DELGADO
AND ESTELLA L. DELGADO

Case Number 02-40892
Loan Number 3019715485

Name of Creditor: Fairbanks Capital Corp.,
servicer for The Chase Manhattan Bank,
as Trustee of IMC Home Equity Loan Trust 1998-4
under the Pooling and Servicing Agreement dated as
of June 1, 1998 Residential Money Centers, Inc.,
its successors and assigns

1)	Contract rate: 13.99%	Principal Balance:	\$62,610.71
	Number of payments in arrears: 9 which represents the August 2001 through April 2002 payments.		
2)	SECURED REAL ESTATE MORTGAGE ARREARAGES:		
	2 payments @ \$748.28 each =		\$1,496.56
	6 payments @ \$700.19 each =		4,201.14
	1 payment @ \$653.19 =		653.19
	Total		<u>\$6,350.89</u>
3)	Other charges:		
	Prepetition legal fees		2,054.73
	Other fees		361.34
	Appraisal/bpo \$210.00		
	Property inspection \$91.34		
	Return check/nsf \$60.00		
	Payment Late charges		317.54
	Additional Late charges		873.17
	Total other charges		<u>\$3,606.78</u>
	Total to be paid through the plan		\$9,957.67
	Interest to May 28, 2002		\$6,604.51
	Attorney fees for filing proof of claim		125.00
	TOTAL DUE	\$72,947	

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 3.00 DEF MP

1999 OCT 22 PM 2:36

RECORDED AT THE REQUEST OF

Docx

484272

Document Prepared by:
DOCX ASSIGNMENT SERVICES
When Recorded Mail to:
DOCX
20 S. LIMESTONE ST., STE 220
SPRINGFIELD, OHIO 45502
ATTN: POST PRODUCTION

EC:
EC2:
Film #
139
LEGAL:

Project No.: 1998-124C

Assignor No.: TC8052337

Assignee No.:

Pool No.:

PIN/Tax ID #

Investor No.: 0001971548

Property Address:

346 S UNIVERSITY AVE

BLACKFOOT

ID 83221

This space for Recorder's Use Only

ASSIGNMENT OF DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged
CONSOLIDATED MORTGAGE, INC.

whose address is: 6003 OVERLAND RD. SUITE 301, BOISE ID 83709

by these presents does convey, grant, bargain, sell, assign, transfer and set over to:

IMC MORTGAGE COMPANY, A FLORIDA CORPORATION

whose address is: 5901 EAST POWLER AVENUE, TAMPA, FLORIDA 33617

the described Deed of Trust, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Said Deed of Trust is recorded in the State of IDAHO

BINGHAM

Official records on 03/18/98 / / /

County of
as Document No.:

462911

at Page:

in Book:

on Certificate No.:

Original Loan Amount: \$

63325.00

Loan Date: 03/13/98

Original Trustor:

JACINTO KEITH DELGADO AND ESTELLA LOPEZ
DELGADO, HUSBAND AND WIFE

Original Beneficiary:

CONSOLIDATED MORTGAGE, INC., A IDAHO

Original Trustee:

CORPORATION
FIRST AMERICAN TITLE COMPANY

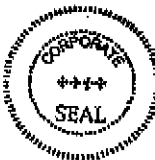
IN WITNESS WHEREOF, the undersigned corporation by its Board of Directors has caused this instrument to be executed by its duly authorized officers.

CONSOLIDATED MORTGAGE, INC.

Attest

CANDY SMITH

Assistant Secretary



Officer:

BEVERLY BIGELOW
Vice President

State of Ohio

County of Clark

On 09/20/99 before me, JANICE VOTAW

BEVERLY BIGELOW

CONSOLIDATED MORTGAGE, INC.

Vice President

the undersigned, personally appeared of

Vice President

address being 6003 OVERLAND RD. SUITE 301, BOISE ID 83709

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her authorized capacity and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal

Notary Public, State of Ohio

JANICE VOTAW

My commission expires: 01/23/01



484272

B44472

506088

ASSIGNMENT OF DEED OF TRUST AND DEED OF TRUST NOTE

KNOW ALL MEN BY THESE PRESENTS THAT FOR VALUE RECEIVED,
IMC Mortgage Co., a Florida Corp., AS BENEFICIARY, hereinafter referred to as
"Assignor", does hereby, without recourse, sell, assign, endorse and transfer unto The Chase
Manhattan Bank, as Trustee of IMC Home Equity Loan Trust 1998-4 under the Pooling and
Servicing Agreement dated as of June 1, 1998, of its right, title and interest in and to the
following:

1. That certain Deed of Trust Note dated March 13, 1998, in the original
amount of \$63,325.00 and all monies and interest due or to become due thereon,
which was executed by Jacinto Keith Delgado and Estella Lopez Delgado,
husband and wife, and made payable to Consolidated Mortgage Inc., a Idaho
Corporation; and

2. That certain Deed of Trust dated March 13, 1998, which was executed
by Jacinto Keith Delgado and Estella Lopez Delgado, husband and wife, as
Grantor, naming First American Title Company, as original Trustee, and
subsequently to Charles C. Just, Esq., a Member of the Idaho State Bar
Association, as Successor Trustee, and Consolidated Mortgage Inc., a Idaho
Corporation, as original Beneficiary, and which was recorded March 18, 1998, as
Instrument No. 462911, records of Bingham County, Idaho. The Beneficial
interest of said Deed of Trust was subsequently assigned to IMC Mortgage
Company, a Florida Corporation, recorded October 22, 1999, Instrument No.
484272, records of said County; and

3. All of that certain real property described in the Deed of Trust
mentioned above and which is described as follows:

The S ½ of Lot 3, all of Lot 4, and the N ½ of Lot 5 in Block 51 of Danielson
Addition to the City of Blackfoot, Bingham County, Idaho, according to the recorded plat
thereof, recorded in Book 2 of Plats, Page 52.

FIRST AMERICAN TITLE COMPANY

2001 NOV 15 PM 4:43
RECORDED AT THE REQUEST OF

RECORDED AT THE REQUEST OF
BLACKFOOT, IDAHO

This Assignment shall be binding upon the successors and assigns of the Assignor.

Dated this 22 day of Oct, 2001.

Fairbanks Capital Corp.
Attorney In Fact For

IMC Mortgage Company, a Florida Corporation

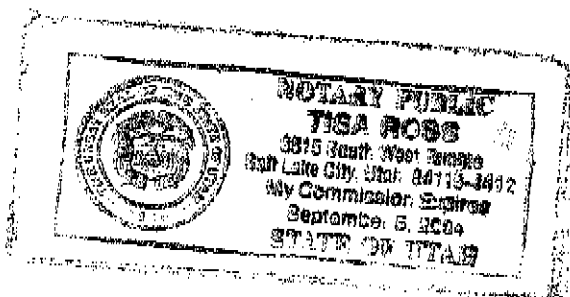
By: 


John Shelley
Assistant Secretary
Document Control

STATE OF Id)
County of Blaine) ss.

On this 22 day of Oct 2001, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared John Shelley, known to me to be the Assistant Secy of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year first above written.




NOTARY PUBLIC FOR
Residing at:
Commission expires:

506088

ASSIGNMENT OF DEED OF TRUST AND DEED OF TRUST NOTE

WHEN RECORDED MAIL TO:

CONSOLIDATED MORTGAGE, INC.
ATTN: RECORDING
6003 OVERLAND ROAD, SUITE 301
BOISE, IDAHO 83709

Loan No. 1399

RECORDING OFFICE
BLACKFOOT, IDAHO

REC-300 SEP 12

99 MAR 18 PM 3:47

462911

RECORDED AT THE REQUEST OF

FIRST AMERICAN TITLE COMPANY

(Space Above This Line For Recording Data)

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on MARCH 13, 1998
The grantor is JACINTO KEITH DELGADO AND ESTELLA LOPEZ DELGADO, HUSBAND AND
WIFE AS JOINT TENANTS

J.K.D.
E.L.D.

FIRST AMERICAN TITLE COMPANY

("Borrower"). The trustee is

("Trustee"). The beneficiary is

CONSOLIDATED MORTGAGE, INC., A IDAHO CORPORATION
which is organized and existing under the laws of IDAHO
address is 6003 OVERLAND ROAD, SUITE 301
BOISE, IDAHO 83709

, and whose

("Lender"). Borrower owes Lender the principal sum of

SIXTY THREE THOUSAND THREE HUNDRED TWENTY FIVE AND 00/100*****
Dollars (U.S. \$ 63,325.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 18, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in BINGHAM County, Idaho: THE S1/2 OF LOT 3, ALL OF LOT 4, AND THE N1/2 OF LOT 5 IN BLOCK 51 OF DANIELSON ADDITION TO THE CITY OF BLACKFOOT, BINGHAM COUNTY, IDAHO, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 2 OF PLATS, PAGE 52.

A.P.N.: 10237.00

which has the address of 346 SOUTH UNIVERSITY AVENUE, BLACKFOOT
(Street)

(City)

Idaho 83221 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

IDAHO -- Single Family -- Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3013 9/90 (Page 1 of 6 Pages)

J.K.D.
E.L.D.

THIS SECURITY INSTRUMENT combines uniform covenants for national and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts

J.M.P.
b.d.d.

of paid premiums and renewal fees. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

J.M.B.
C.H.D.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

J.H.
L.R.D.

Security Instrument; or (b) enter a judgment enforcing this Security Instrument. The conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and Note as if no acceleration had occurred; (b) cures any default of any covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

J.K.D.
L.H.D.

23. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Area and Location of Property. Either the Property is not more than twenty acres in area or the Property is located within an incorporated city or village.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|--------------------------------------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Other(s) [specify] <u>Prepayment Rider</u> | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witness:

Witness:

Jacinto Keith Delgado (Seal)
JACINTO KEITH DELGADO -Borrower

Social Security Number 518-98-8222

Estella Lopez Delgado (Seal)
ESTELLA LOPEZ DELGADO -Borrower

Social Security Number 519-68-4317

____ (Seal)
____ -Borrower

Social Security Number _____

____ (Seal)
____ -Borrower

Social Security Number _____

____ (Seal)
____ -Borrower

Social Security Number _____

____ (Seal)
____ -Borrower

Social Security Number _____



County of Bannock)
day of March)
Public and for said State, personally appeared JACINTO KEITH DELGADO, ESTELLA LOPEZ

1998, before me, the undersigned, a Notary

identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sheila Thompson
Notary Public for Idaho
Residing at Inkom
My commission expires: 8-9-99

ADJUSTABLE RATE RIDER

(LIBOR Index-Rate Caps) Loan No. 1399

THIS ADJUSTABLE RATE RIDER is made this 13th day of MARCH 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CONSOLIDATED MORTGAGE, INC., A IDAHO CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

346 SOUTH UNIVERSITY AVENUE, BLACKFOOT, IDAHO 83221

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 11.990 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 18th day of MARCH 2000, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding EIGHT AND 640/1000 percentage points (8.640 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

J.K.D.
C.H.D.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.990 % or less than 11.990 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 18.990 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

J.L.D.
B.L.D.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Adjustable Rate Rider.

Jacinto Keith Delgado (Seal)
JACINTO KEITH DELGADO-Borrower

Estella Lopez Delgado (Seal)
ESTELLA LOPEZ DELGADO-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

ADDENDUM TO ADJUSTABLE RATE NOTE

(Prepayment)

THIS ADDENDUM is made this 13th day of MARCH 1998 and is incorporated into and intended to form a part of an Adjustable Rate Note dated the same date as this Addendum.

1. Section 5 of the Adjustable Rate Note is modified to provide that I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full prepayment or a partial prepayment at any time without paying any penalty. However, if within the first 1 years after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge in an amount equal to FIVE percent (5.000%) of the unpaid principal balance.

If I make a partial prepayment equal to one or more of my monthly payments, the due date of my next scheduled monthly payment may be advanced no more than one month. If I make a partial prepayment in any other amount, I must still make all subsequent monthly payments as scheduled.

2. All other provisions of the Adjustable Rate Note are unchanged by this Addendum and remain in full force and effect.

Dated: 3-13-98

Jacinto Keith Delgado (Seal)
JACINTO KEITH DELGADO -Borrower

Estella Lopez Delgado (Seal)
ESTELLA LOPEZ DELGADO -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

PREPAYMENT RIDER

Loan Number 1399

THIS PREPAYMENT RIDER is made this 13th day of MARCH, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CONSOLIDATED MORTGAGE, INC., A IDAHO CORPORATION

of the same date and covering the Property described in the Security Instrument and located at:

346 SOUTH UNIVERSITY AVENUE, BLACKFOOT, IDAHO 83221
(Property Address)

PREPAYMENT COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full prepayment or a partial prepayment at any time without paying any penalty. However, if within the first 1 years after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge in an amount equal to FIVE percent (5.000%) of the unpaid principal balance.

If I make a partial prepayment equal to one or more of my monthly payments, the due date of my next scheduled monthly payment may be advanced no more than one month. If I make a partial prepayment in any other amount, I must still make all subsequent monthly payments as scheduled.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Prepayment Rider.

Date 3-13-98

Jacinto Keith Delgado (Seal)
JACINTO KEITH DELGADO Borrower

Estella Lopez Delgado (Seal)
ESTELLA LOPEZ DELGADO Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

**THE FOLLOWING DOCUMENT IS A
POOR QUALITY OR NOT LEGIBLE**

DOCUMENT: Assignment